

FedEx USA Airbill

1557169736

1 From (please print)Date Jan 22, 1999 Sender's FedEx Account Number 1047-2370-5Sender's Name D. Wayne Hedberg Phone (801) 538-5286

Dept./Floor/Suite/Room

Company DIV OF OIL GAS & MININGAddress 1594 WEST N TEMPLE ST STE 1210City SALT LAKE CITY State UT Zip 84116**2 Your Internal Billing Reference Information**
(Optional) (First 24 characters will appear on invoice)**3 To (please print)**Recipient's Name ALAN R BELL Phone (303) 376-2729

Dept./Floor/Suite/Room

Company DAKOTA MINING CORP #880Address 1560 BROADWAY

(To "HOLD" at FedEx location, print FedEx address here)

(We Cannot Deliver to P.O. Boxes or P.O. Zip Codes)

City DENVER State CO Zip 80202**For HOLD at FedEx Location check here**☒ **Hold Weekday**
(Not available with
FedEx First Overnight)☐ **Hold Saturday**
(Not available at all locations
Not available with FedEx First Overnight or
FedEx Standard Overnight)**For Saturday Delivery check here**☐ (Extra Charge. Not available at all locations)
(Not available with FedEx First Overnight
or FedEx Standard Overnight)

Service Conditions, Declared Value, and Limit of Liability - By using this Airbill, you agree to the service conditions in our current Service Guide or U.S. Government Service Guide. Both are available on request. SEE BACK OF SENDER'S COPY OF THIS AIRBILL FOR INFORMATION AND ADDITIONAL TERMS. We will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, or delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your

actual loss in a timely manner. Your right to recover from us for any loss includes intrinsic value of the package, loss of sales, interest, profit, attorney's fees, costs, and other forms of damage, whether direct, incidental, consequential, or special, and is limited to the greater of \$100 or the declared value but cannot exceed actual documented loss. The maximum declared value for any FedEx Letter and FedEx Pak is \$500. Federal Express may, upon your request, and with some limitations, refund all transportation charges paid.

See the FedEx Service Guide for further details.**Questions?****Call 1-800-Go-FedEx** (1-800-463-3339)*The World On Time.***4a Express Package Service Packages under 150 lbs.**

Delivery commitment may be later in some areas.

☒ **FedEx Priority Overnight**
(Next business morning)☐ **FedEx Standard Overnight**
(Next business afternoon)☐ **FedEx 2Day***
(Second business day)☐ **FedEx Government Overnight**
(Authorized use only)☐ **NEW FedEx First Overnight**
(Earliest next business morning delivery to select locations)
(Higher rates apply)* FedEx Letter Rate not available.
Minimum charge:
One pound FedEx 2Day rate.**4b Express Freight Service Packages over 150 lbs.**

Delivery commitment may be later in some areas.

☐ **FedEx Overnight Freight**
(Next business-day service for any distance)☐ **FedEx 2Day Freight**
(Second business-day service for any distance)☐ **FedEx Express Saver Freight**
(Up to 3 business-day service based upon distance)

(Call for delivery schedule. See back for detailed descriptions of freight products.)

5 Packaging☒ **FedEx Letter**
(Declared value limit \$500)☐ **FedEx Pak**☐ **FedEx Box**☐ **FedEx Tube**☐ **Other Pkg.****6 Special Handling**Does this shipment contain dangerous goods? ☐ Yes ☐ No

(As per attached Shipper's Declaration)

☐ Yes (Shipper's Declaration not required)☐ **Dry Ice**

Dry Ice, 9, UN 1845 III x kg, 904

CA ☐ **Cargo Aircraft Only****7 Payment**Bill to: ☒ **Sender**
(Account no. in section 1 will be billed)☐ **Recipient**
(Enter FedEx account no. or Credit Card no. below)☐ **Third Party**☐ **Credit Card**☐ **Cash/Check**

FedEx Account No.

Credit Card No.

Exp. Date

Total Packages 1Total Weight 1Total Declared Value* \$.00

Total Charges \$

*When declaring a value higher than \$100 per shipment, you pay an additional charge. See SERVICE CONDITIONS, DECLARED VALUE AND LIMIT OF LIABILITY section for further information.

8 Release Signature Sign to authorize delivery without obtaining signature.

Your signature authorizes Federal Express to deliver this shipment without obtaining a signature and agrees to indemnify and hold harmless Federal Express from any resulting claims.

238

WCSL 0096
Rev. Date 3/96
PART #147956
©1994-96 FedEx
PRINTED IN U.S.A.

Terms And Conditions

Definitions On this airbill, we, our and us refer to Federal Express Corporation, its employees, and agents. You and your refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms in our current Service Guide, which is available on request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the Service Guide and this Airbill, the Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Our liability for loss or damage to your package is limited to your actual damage or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential in excess of the declared value of a shipment, whether or not Federal Express had knowledge that such damages might be incurred including but not limited to loss of income or profits.
- We won't be liable:
 - for your acts or omissions including but not limited to improper or insufficient packing, securing, marking, or addressing or those of the recipient or anyone else with an interest in the package

- if you or the recipient violate any of the terms of an Agreement
- for loss or damage to shipments of prohibited items
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for FedEx Letter and FedEx Pak shipments is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of "extraordinary value," in which case the highest declared value allowed is \$500.
- Items of "extraordinary value" include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our Service Guide.
- You may send more than one package on this airbill and fill in the total declared value for all packages, not to exceed the \$100, \$500 or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current Service Guide.

We'll consider your claim filed if you notify our Customer Service Department at 1-800-Go-FedEx and make your claim in writing as soon as possible.

Within 90 days after you notify us of your claim, you must send us all the information you have about it. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may at our option open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel or if its shipment is prohibited by law; or if the shipment would violate any terms of our Agreement or our current Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a Federal Express C.O.D. airbill.

Air Transportation Tax Included Our basic rate includes a federal tax required by Internal Revenue Code Section 427 on the air transportation portion of this service.

Money-Back Guarantee In the event of untimely delivery, Federal Express will at your request and with some limitations, refund or credit all transportation charges. See current Service Guide for more information.

Freight Services There are several freight service options, depending on your transit time needs.

- **FedEx Overnight Freight:** Next business-day service to all points in the 48 states; rates are uniform, regardless of distance shipped.
- **FedEx 2Day Freight:** Second business-day service to all points in the 48 states; rates are uniform, regardless of distance shipped.
- **FedEx Express Saver Freight:** Up to 3 business-day service to all points in the 48 states; rates are based upon the distance shipped.